

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re: )  
Johnny Darrell Lorick, ) CASE #: 19-00252-JJG-13  
Debtor. )

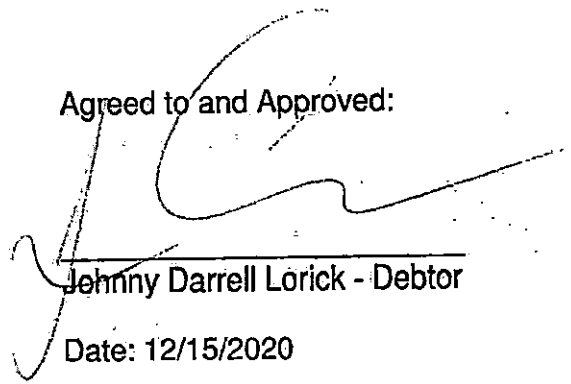
**MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS**  
**(PRIVATE SALE WITH SPECIFIC BUYER IDENTIFIED)**  
**UNDER 11 U.S.C. §363(f)**

**COMES NOW** the Debtor, Johnny Darrell Lorick, by counsel, and hereby moves the Court, pursuant to 11 U.S.C. §363(b), 11 U.S.C. §363(f), and S.D. Ind. L.B.R. B-6004-2, to approve the sale of property as described below. Debtor states as follows:

1. The property to be sold is: Real estate commonly referred to as 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236;
2. The prospective purchaser is: Juliet Jackson, who is not related to the Debtor;
3. The sales price and an estimate of the net proceeds to be received by the estate are as follows (See preliminary ALTA, attached hereto as Exhibit "A"):
  - a. The proposed sale price is **\$445,000.00**;
  - b. Prorated County Taxes are estimated to total **\$3,630.19**;
  - c. Colonial Savings, F.A. holds a first mortgage lien in the amount of **\$262,792.43** to be paid in full at the time of closing;
  - d. Judgment liens to be paid at closing are held by:
    - i. **N/A**;
  - e. Statutory liens to be paid at closing are held by:
    - i. Harrison Ridge Neighborhood Assoc., Inc. - **\$1,791.98**.
  - f. The proposed real estate commission is 7.0% of the gross sales price, or **\$33,375.00**;
  - g. The anticipated Title Charges total **\$1,720.00**;
  - h. Other typical closing costs such as Sewer Assessments and Home Warranties are anticipated to total **\$870.14**;

- i. After payment of the items contemplated above in paragraphs 3(b) through 3(h), it is anticipated that there will be net sales proceeds of approximately **\$140,820.26**;
  - j. Debtor agrees to turn over all net proceeds exceeding the allowable exemption of \$19,300.00 to the Chapter 13 Trustee so that the Chapter 13 Trustee can distribute said net proceeds to remaining creditors in accordance with the United States Bankruptcy Code.
4. A copy of the Purchase Agreement (Improved Property), including any amendments or counteroffers is attached hereto as Exhibit "B."
5. The property was marketed as follows:
  - a. Debtor previously executed a Listing Contract (Exclusive Right to Sell) with James Gilday – Keller Williams – Indianapolis/Carmel on or about October 29, 2020; and
  - b. No other offers to purchase have yet been received.
6. The known relationships among the prospective purchaser and its insiders and the Debtors and their insiders and the Trustee are as follows:
  - a. No known relationships exist.
7. [If the property includes personally identifiable information as defined in 11 U.S.C. § 101(41A)] The measures that will be taken to comply with 11 U.S.C. § 363(b)(1) are as follows: **N/A**;
8. If the case is under Chapter 11 and if schedules have not been filed, a summary of the Debtors' debt structure, including the amount of the Debtors' secured debt, priority claims, and unsecured debt, is as follows: **N/A**;
9. If the case is under Chapter 11 and a creditors' committee or its equivalent existed pre-petition, the members of the pre-petition committee and the companies with which they are affiliated, and the identity of counsel to that pre-petition committee, are as follows: **N/A**;
10. The current monthly mortgage payment to Colonial Savings, F.A. is being paid through the Chapter 13 Trustee conduit. If the proposed sale of real estate is approved and closed, Debtor shall file an amended chapter 13 plan/motion to modify so that creditor treatment can be clarified and the monthly payment to the Chapter 13 Trustee can be adjusted, if necessary.

Agreed to and Approved:



Johnny Darrell Lorick - Debtor

Date: 12/15/2020

**WHEREFORE**, the Debtor, Johnny Darrell Lorick, by counsel, moves the Court to approve the motion to sell as proposed herein.

Dated: 12/15/2020

Respectfully Submitted,



Michael J. Norris (# 15341-49)  
Mike Norris & Associates, P.C.  
Attorney for the Debtor  
3802 W. 96<sup>th</sup> Street, #110  
Indianapolis, IN 46268  
Phone: (317) 266-8888  
Fax: (317) 266-3401  
E-mail: [mike@mikenorrislaw.com](mailto:mike@mikenorrislaw.com)

Exhibit A

American Land Title Association

ALTA Settlement Statement - Seller  
Adopted 05-01-2015

File No./Escrow No.: 20-11408  
 Print Date & Time: 12/14/2020 11:57:35 AM  
 Officer/Escrow Officer:

Indianapolis, IN  
 3850 Priority Way South Dr.  
 Ste. 120  
 Indianapolis, IN 46240  
 (317)566-9520

Property Address: 6445 HARRISON RIDGE BOULEVARD  
 INDIANAPOLIS, IN 46236 (MARION)  
 (49-01-31-103-015.000-407)

Legal Desc: Lot Numbered 19 in Harrison Ridge, Section One, recorded May 19, 1998 as Instrument No. 98-82852, Survey's Correction recorded June 30, 1998 as Instrument No. 98-93138 in the Office of the Recorder of Marion County, Indiana.

Borrower: JULIET JACKSON  
 8550 La Corrida Ct  
 Indianapolis, IN 46227

Seller: JOHNNY LORICK

Settlement Date: 12/15/2020  
 Disbursement Date:

Description	Seller		
	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property			\$445,000.00
<b>Prorations</b>			
County Taxes 1/1/2020 to 12/15/2020 @ \$3,807.02/Year		\$3,630.19	
<b>Payoffs</b>			
Payoff of First Mortgage Loan to Colonial Savings, F.A.		\$262,792.43	
Principal: \$262,792.43			
<b>Commissions</b>			
Real Estate Commission to Keller Williams Indy Metro North		\$22,250.00	
Real Estate Commission to Bruce Richardson Realty, LLC		\$11,125.00	
<b>Title Charges</b>			
Title - Lender's Title Insurance to Meridian Title Corporation			
Title - Owner's Title Insurance to Meridian Title Corporation		\$1,015.00	
Title - Closing Fee to Meridian Title Corporation		\$175.00	
Title - Settlement Services Fee to Meridian Title Corporation		\$75.00	
Title - Title Production - Owners to Meridian Title Corporation		\$300.00	
Title - TIEFF to American Digital Title Insurance Company t/k/a Arsenal Insurance Corporation		\$5.00	
Title - CPL - Seller to American Digital Title Insurance Company t/k/a Arsenal Insurance Corporation		\$25.00	
Title - Deed Preparation - Andrew R. Drake to Meridian Title Corporation		\$75.00	
Title - Delivery/Handling Fee - Mortgage Payoff to Meridian Title Corporation		\$50.00	
<b>Additional Settlement Charges</b>			
to Thrasher Buschman & Voelkel, P.C.		\$1,791.98	
Home Warranty to Residential Warranty Services		\$800.00	
Sewer Assessment to Lawrence Sewer		\$70.14	

	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$304,179.74	\$445,000.00
Due To Seller		\$140,820.26	
Totals	\$0.00	\$445,000.00	\$445,000.00

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Indianapolis, IN to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

JOHNNY LORICK

Exhibit "B"

Listing Broker (Co.) Keller Williams Indianapolis (KWIN01) By James Gilday Jr. (6786)  
Office code individual code  
Selling Broker (Co.) Bruce Richardson Realty, LLC (BRCH01) By Bruce Richardson (33275)  
Office code individual code



# **PURCHASE AGREEMENT (IMPROVED PROPERTY)**

For use only by members of the Indiana Association of REALTORS®

Date: 11/21/2020

A. **BUYER:** Jack Jackson and Juliet Jackson ("Buyer")  
agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,  
provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 6445 Harrison Ridge Blvd  
in Lawrence Township, Marion County, Indianapolis  
Indiana, 46236 (zip code) legally described as:

together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but  
not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,  
built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central  
vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel  
racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all  
landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**If applicable, any smart home  
devices should be addressed in this paragraph.**) Cook Top Gas, Dishwasher, Dryer, Microwave, Oven Built in, Refrigerator,

Washer

EXCLUDES THE FOLLOWING:

**HOME HEATING FUEL:** Any remaining fuel stored in tank(s) ☐ to be included in the sale ☐ will be purchased by  
Buyer at current market price measured within five (5) days prior to closing ☒ not applicable.

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form,  
multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of  
closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities  
if material.

C. **PRICE:** Buyer will pay the total purchase price of (\$ 437,000 ) four hundred thirty-seven thousand  
U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this  
Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised  
value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually  
agree to amend the price.

## **D. EARNEST MONEY:**

1. **SUBMISSION:** Buyer submits \$3,000 U.S. Dollars as earnest money which shall be  
applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be  
delivered to Escrow Agent within 2 business hours ☐ days after acceptance of offer to purchase.  
Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance  
of the Agreement and within **two (2) banking days of receipt of the earnest money**, deposit the earnest money  
into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money  
shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit  
Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow  
Agent's receipt of the Earnest Money.

2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,  
then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no  
provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified  
mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters  
into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may  
release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker  
shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual  
Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).  
Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good  
faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

6445 Harrison Ridge Blvd, Indianapolis, IN 46236  
(Property Address)



3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

**E. METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☐ **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted ☐ with offer ☐ within \_\_\_\_\_ days of acceptance. Buyer ☐ will ☐ will not have an appraisal.
2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a ☒ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other: \_\_\_\_\_ first mortgage loan for 80 \_\_\_\_\_ % of purchase price, payable in not less than 30 \_\_\_\_\_ years, with an original rate of interest not to exceed best available \_\_\_\_\_ % per annum and not to exceed best avail \_\_\_\_\_ points. Buyer shall pay all costs of obtaining financing, except \_\_\_\_\_.

Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

3. ☐ **ASSUMPTION: ( Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

**F. TIME FOR OBTAINING FINANCING:**

1. **APPLICATION:** Within 5 \_\_\_\_\_ days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
2. **APPROVAL:** No more than 30 \_\_\_\_\_ days after acceptance of this Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

**G. CLOSING:**

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before 12/21/2020, or within 2 \_\_\_\_\_ days after clear to close with lender, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☐ Buyer (included in allowance, if provided) ☐ Seller ☒ Shared equally.
3. **CONTINGENCY:** This Agreement: ☒ is not contingent upon the closing of another transaction; ☐ is contingent upon the closing of the pending transaction on Buyer's property located at \_\_\_\_\_ scheduled to close by \_\_\_\_\_; ☐ is contingent upon the acceptance of a Purchase Agreement on Buyer's property: ☐ Addendum to Purchase Agreement First Right Contingency. See attached Addendum. ☐ Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.
5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.

115 H. **POSSESSION:**

- 116 1. The possession of the Property shall be delivered to Buyer ☒ at closing ☐ within \_\_\_\_\_ days beginning  
 117 the day after closing by ☐ AM ☐ PM ☐ noon or ☐ on or before \_\_\_\_\_ if closed.  
 118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 100 U.S.  
 119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this  
 120 paragraph, Seller shall pay Buyer \$ 200 U.S. Dollars per day as liquidated damages until possession  
 121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.  
 122 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its possession is  
 123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing  
 124 to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property  
 125 not included in the sale.  
 126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be  
 127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to  
 128 closing, Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money  
 129 to buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds  
 130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.  
 131 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the  
 132 day of possession.  
 133

- 134 I. **SURVEY:** Buyer shall receive a (Check one) ☐ **SURVEYOR LOCATION REPORT**, which is a survey where corner  
 135 markers are not set; ☐ **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to  
 136 closing; ☒ **WAIVED**, no survey unless required by lender; at (Check one) ☐ Buyer's expense (included in  
 137 allowance, if provided) ☐ Seller's expense ☐ Shared equally. The survey shall (1) be received prior to closing and  
 138 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and  
 139 easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees  
 140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by  
 141 a survey. This release shall survive the closing.  
 142

- 143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's  
 144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums  
 145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents  
 146 regarding the need for flood insurance and possible premium increases. Buyer ☒ may ☐ may not terminate this  
 147 Agreement if the Property requires flood insurance.  
 148

- 149 K. **BUILDING USE LIMITATIONS:** Buyer ☒ may ☐ may not terminate this Agreement if the Property is subject to building  
 150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer  
 151 shall have \_\_\_\_\_ after acceptance of this Agreement to satisfy this contingency.  
 152

- 153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to  
 154 obtain a favorable written commitment for homeowner's insurance within \_\_\_\_\_ days after acceptance of this  
 155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.  
 156

- 157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,  
 158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or  
 159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological  
 160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants  
 161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory  
 162 problems, particularly in persons with immune system problems, young children and/or the elderly.  
 163

164 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its  
 165 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at  
 166 harmful levels is through inspections.  
 167

168 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental  
 169 Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all  
 170 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,  
 171 repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This  
 172 release shall survive the closing.  
 173

174 N. **INSPECTIONS: (Check one)**

175  
 176 Buyer has been made aware that independent inspections disclosing the condition of the property may be  
 177 conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.

6445 Harrison Ridge Blvd, Indianapolis, IN 46236  
 (Property Address)



- 178 1. ☐ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**  
179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own  
180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with  
181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which  
182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this  
183 waiver.  
184
- 185 2. ☒ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)  
186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or  
187 Buyer's lender(s). All inspections shall be:  
188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);  
189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by  
190 Buyer within the following time periods.  
191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all  
192 areas of the Property available and accessible for Buyer's inspection.  
193
- 194 3. ☐ **PROPERTY IS SOLD "AS IS".** See Attached Addendum.  
195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase  
198 Agreement. Buyer shall have 15 days beginning the day following the date of acceptance of the Purchase  
199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").  
200 B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and  
201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in  
203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:  
204
- 205 C. **ADDITIONAL INSPECTION:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold  
206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer  
207 shall notify Seller in writing and have 10 additional days from the deadline listed above to order,  
208 receive and respond in writing to all inspection reports.  
209 D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make  
210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property  
211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the  
212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for  
213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond  
214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods  
215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and  
216 need of responding party to obtain additional opinions to formulate a response.  
217 E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:  
218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and  
219 2. Give the Seller the opportunity to remedy the defect(s).  
220 F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's  
221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this  
222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.  
223 G. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on  
224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or  
225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of  
226 the premises.  
227 H. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine  
228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.  
229 I. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all  
230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,  
231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and  
232 other biological contaminants. This release shall survive the closing.  
233

234 O. **LIMITED HOME WARRANTY PROGRAM:**

235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
236 which ☒ will ☐ will not be provided at a cost not to exceed \$ 800 U.S. Dollars charged to ☐ Buyer  
237 ☒ Seller and ordered by ☒ Buyer ☐ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY  
238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home  
239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home  
240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers  
241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty  
242 Provider.

243 P. **DISCLOSURES: (Check one)**

- 244 1. Buyer ☒ has ☐ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
245 SALES DISCLOSURE.  
246 2. Buyer ☐ has ☐ has not ☒ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
247 AND ACKNOWLEDGEMENT.  
248

249 Q. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the  
250 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or  
251 ☐ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free  
252 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions  
253 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's  
254 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated  
255 costs.  
256

257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy  
258 (including title search and examination and commitment preparation), to be paid by ☐ Buyer (included in allowance,  
259 if provided) ☒ Seller ☐ Shared equally.  
260

261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy  
262 (including title search and examination and commitment preparation), if applicable, to be paid by ☒ Buyer (included in  
263 allowance, if provided) ☐ Seller ☐ Shared equally ☐ Other \_\_\_\_\_  
264

265  
266 The parties agree that ☒ Seller ☐ Buyer will select a title insurance company to issue a title insurance policy and will  
267 order the commitment ☒ immediately or ☐ other: Meridian Title  
268  
269

270 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this  
271 Agreement.  
272

273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed  
274 and vendor's affidavit), so that marketable title can be conveyed.  
275

276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. ☐ Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
278 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for  
279 the Property payable before that date.  
280 2. ☒ All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the  
281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current  
282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.  
283 3. ☐ For recent construction or other tax situations. Seller will give a tax credit of  
284 \$ \_\_\_\_\_ U.S. Dollars to Buyer at closing. This shall be a final settlement.  
285

286 For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes,  
287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates.  
288 This shall be a final settlement.  
289

290 **WARNING:**

291 \*The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed  
292 the last tax bill available to the closing agent.  
293

294 \*Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.  
295

296 \*Buyer may apply for current-year exemptions/credits at or after closing.  
297

298 S. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or  
299 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited  
300 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any  
301 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.  
302 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that  
303 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing  
304 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

**T. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

**Note:** Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and delivery of such offer/Counter Offer.

**U. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory membership association shall be delivered by the Seller to Buyer within 15 days after acceptance of this Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising out of or related to these documents.

If the Buyer does not make a written response to the documents within 5 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 5 days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

**V. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

**W. ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at [www.in.gov/meth](http://www.in.gov/meth). Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
5. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

6445 Harrison Ridge Blvd, Indianapolis, IN 46236

(Property Address)

- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the  
365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.  
366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or  
368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their  
369 written consent.  
370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the  
372 Property.  
373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,  
375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty  
376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select  
377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their  
378 companies shall be released and held harmless in the event of claims disputes with any service provider.  
379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)  
381 information regarding this transaction may be published in a listing service, Internet or other advertising media.  
382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed  
384 until this transaction is closed.  
385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message  
387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the  
388 contrary.  
389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_.
- 391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.  
393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** \_\_\_\_\_  
395 \_\_\_\_\_  
396 \_\_\_\_\_  
397 \_\_\_\_\_  
398 \_\_\_\_\_  
399 \_\_\_\_\_  
400 \_\_\_\_\_  
401 \_\_\_\_\_  
402 \_\_\_\_\_  
403 \_\_\_\_\_  
404 \_\_\_\_\_

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this  
406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction  
407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil  
408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.  
409

410 Z. **ACKNOWLEDGEMENTS:** This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that  
411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.  
412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.  
413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by 6:00  
415 ☐ AM ☒ PM ☐ Noon, on 11/22/2020, this Purchase Agreement shall be null  
416 and void and all parties shall be relieved of any and all liability or obligations.  
417

418 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed  
419 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall  
420 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent  
421 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that  
422 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The  
423 original documents shall be promptly delivered, if requested.  
424  
425

6445 Harrison Ridge Blvd, Indianapolis, IN 46236

(Property Address)

426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge  
427 receipt of a signed copy.

428 Jack Jackson dotloop verified 11/21/20 8:34 PM EST SLGH-FSUW-LCGF-HJVU  
429 Juliet Jackson dotloop verified 11/21/20 8:42 PM EST EYVE-DYAB-JIZD-9311  
430 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE

431  
432 Jack Jackson Juliet Jackson  
433 PRINTED PRINTED

434  
435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436  
437 On 11/22/2020 at ☐ AM ☐ PM ☐ Noon

- 438  
439 1. ☐ The above offer is Accepted.  
440  
441 2. ☐ The above offer is Rejected.  
442  
443 3. ☒ The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter  
444 Offer.  
445  
446

447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge  
448 receipt of a signed copy.

449 Johnny Lorick dotloop verified 11/22/20 11:17 AM EST D4IQ-L1TV-SVNK-NGH8  
450 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

451  
452  
453  
454 PRINTED PRINTED



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6445 Harrison Ridge Blvd, Indianapolis, IN 46236  
(Property Address)





# COUNTER OFFER # 1

For use only by members of the Indiana Association of REALTORS®

1 11 ☒ AM ☐ PM 11/22/2020

2  
3 The undersigned makes the following Counter Offer to the Purchase Agreement dated 11/21/2020  
4 concerning property commonly known as 6445 Harrison Ridge Boulevard  
5 in Lawrence Township, Marion County County, Indianapolis  
6 Indiana between: Johnny Lorick Seller(s)  
7 and Jack Jackson and Juliet Jackson Buyer(s).  
8 1. Purchase price to be \$445,000  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

25 All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in  
26 effect except as modified by this Counter Offer.

27  
28 Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and  
29 delivery of such offer/Counter Offer.

30  
31 This Counter Offer # 1 is void if not accepted in writing on or before 6 ☐ AM ☒ PM ☐ Noon  
32 on 11/22/2020

33  
34 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an  
35 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement  
36 may be transmitted between them by facsimile machine. The parties intend that faxed signatures constitute original  
37 signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

38 Johnny Lorick dotloop verified 11/22/20 11:17 AM  
39 ☐ SELLER ☐ BUYER SIGNATURE DATE Y85J-UFNI-BUJ-KDWB

☐ SELLER ☐ BUYER SIGNATURE DATE

40  
41  
42  
43 PRINTED

PRINTED

## RESPONSE TO COUNTER OFFER # 1

44  
45 The above Counter Offer # 1 is ☒ Accepted ☐ Countered ☐ Rejected at 2:00 ☐ AM ☒ PM ☐ Noon  
46 on 11/22/2020. Receipt of a signed copy of this Counter Offer is acknowledged.

47  
48 Jack Jackson dotloop verified 11/22/20 2:06 PM EST  
49 ☐ SELLER ☒ BUYER SIGNATURE DATE 2PLO-LJY-F4QO-SUUU

Juliet Jackson dotloop verified 11/22/20 2:08 PM EST  
☐ SELLER ☒ BUYER SIGNATURE DATE UFLN-GERP-AKIA-4JIA

50  
51  
52 Jack Jackson

Juliet Jackson

53 PRINTED

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## AMENDMENT # 1 TO PURCHASE AGREEMENT

For use only by members of the Indiana Association of REALTORS®

1 Date: 12/02/2020

2 This Amendment is attached to and made a part of Purchase Agreement dated 11/21/2020,  
3 on property known as 6445 Harrison Ridge Blvd  
4 Indianapolis, Indiana,  
5 Zip 46236 (the "Property").

6 It is mutually agreed to amend Purchase Agreement as follows: (check appropriate paragraph letter)

- 7 ☐ A. The time for making application(s) for financing necessary to complete the transaction, or approval of  
8 mortgage assumption, is extended to \_\_\_\_\_.
- 9 ☐ B. The time for obtaining favorable commitment(s) for financing necessary to complete the transaction, or  
10 approval of mortgage assumption, is extended to \_\_\_\_\_.
- 11 ☐ C. The time for closing the transaction is extended to \_\_\_\_\_.
- 12 ☐ D. The time that Seller may retain possession of the Property is changed to \_\_\_\_\_.
- 13 \_\_\_\_\_.
- 14 ☐ E. The time for making any responses to inspections is extended to \_\_\_\_\_.
- 15 ☐ F. The time for delivering homeowner association/condominium documents is extended to \_\_\_\_\_.
- 16 \_\_\_\_\_.
- 17 ☒ G. Other changes in the Purchase Agreement: Remove Jack from the purchase agreement and Juliet will be the only  
18 buyer listed on the agreement.  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29 All other terms and conditions of the Purchase Agreement remain unchanged.

30 By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

31 Jack Jackson dotloop verified 12/02/20 1:30 PM EST VEZH-QFR7-1VEQ-L7HN  
32 BUYER'S SIGNATURE DATE

33 Jack Jackson  
34 PRINTED

35 Johnny Lorick dotloop verified 12/02/20 4:17 PM EST XTLC-1HIB-TULG-IC86  
36 SELLER'S SIGNATURE DATE

37 Johnny Lorick  
38 PRINTED

Juliet Jackson dotloop verified 12/02/20 1:32 PM EST OGWR-XJGB-NSZX-KAWT  
BUYER'S SIGNATURE DATE

Juliet Jackson  
PRINTED

SELLER'S SIGNATURE DATE

PRINTED



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Date: 12/03/2020

Property Address: 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236

This Request for Extension of Time submitted by ☐ Buyer ☒ Seller is in response/reply to ☒ Buyer's ☐ Seller's Inspection Response/Reply # ONE .

The parties agree that the time for making any response/reply to inspection response/reply is extended to 12/11/2020.

A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

\_\_\_\_\_  
BUYER'S SIGNATURE DATE

Juliet Jackson  
PRINTED

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED

Johnny Lorick dotloop verified  
12/03/20 8:11 PM EST  
W9MT-9Q7J-TS3O-RON  
SELLER'S SIGNATURE DATE

Johnny Lorick  
PRINTED

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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